

TERMS AND CONDITIONS OF SALE

1. Agreement. These Terms and Conditions of Sale, together with any other document(s) that Cantel Medical (UK) Limited, Cantel (UK) Limited and/or Cantel Medical (Italy) S.r.l. (collectively, "Cantel Medical") has attached hereto or executed that specifically reference these Terms and Conditions of Sale (such as a Purchase Order Confirmation, Quotation, Proposal, Standing Order, Credit Application, or Letter of Authorization) (collectively, "Agreement") constitute the entire binding agreement between Cantel Medical and you ("Buyer") regarding the purchase, use, and/or resale of products, services, and support from Cantel Medical (collectively, "Products") and supersede all other agreements and understandings, whether written or oral, between the parties. Each party confirms that in entering into this Agreement it is not relying on any statement, representation or assurance made by any person (whether or not such person is a party to this Agreement) that is not expressly set out in this Agreement or the documents referred to herein, provided that nothing in this Agreement will exclude or limit liability for fraud or fraudulent misrepresentation. This Agreement will apply whether Buyer is an end-user or a distributor of the Products, although certain terms and conditions herein will be applicable only to certain Buyers by its context. Notwithstanding anything to the contrary, whether executing a Purchase Order, Quotation, Proposal, Standing Order, or Letter of Authorization or by accepting delivery of the Products, Buyer agrees to be bound by and accept the terms and conditions contained in this Agreement. No additions, conditions, amendments, alterations, or modifications by Buyer or any other person, whether oral or contained in any other documents submitted from Buyer to Cantel Medical will be binding on Cantel Medical, regardless of Cantel Medical's failure to object or Cantel Medical's shipment of Products, unless otherwise agreed to in writing and signed by Cantel Medical. These terms and conditions may be updated or amended from time to time by Cantel Medical, a copy of which will be available for review at <http://www.medivators.eu/customer-support/customer-service>. THIS AGREEMENT WILL APPLY UNLESS BUYER HAS A SEPARATE WRITTEN AGREEMENT WITH CANTEL MEDICAL THAT EXPRESSLY REPLACES THIS AGREEMENT.

2. Orders. Buyer's order for the Products is an offer to enter into this Agreement. No order will be deemed to be accepted by Cantel Medical unless and until Cantel Medical confirms its acceptance in writing.

3. Price. The prices of the Products are the prices quoted by Cantel Medical in writing or, if none are quoted, the prices set out in its published price lists from time to time. All prices exclude VAT (Value Added Tax) as well as any other applicable taxes and duties, which will be the responsibility of Buyer and unless Buyer is exempt therefrom and Cantel Medical has received proper documentation therefor, such taxes and duties will be added to the price of the Product or billed separately to Buyer where Cantel Medical has the legal obligation to collect the taxes.

4. Payment Terms. Provided that Buyer meets Cantel Medical's credit requirements, payment will be due net thirty (30) days after the date of Cantel Medical's invoice, unless otherwise agreed in writing. All payments must be made in the invoiced currency. If Buyer fails to pay any sum payable to Cantel Medical by the due date for payment, then Buyer will pay interest on the overdue amount at the rate of four percent (4%) per annum above the base rate from time to time of Lloyds Bank plc, London, England. Such interest will accrue on a daily basis from the due date until the actual date of payment, whether before or after judgment. If Buyer fails to fulfill the terms of payment or does not meet Cantel Medical's continuing credit requirements, Cantel Medical will have the option to do one or more of the following: (i) decline to accept orders or fulfill pending orders; (ii) require all pending and future orders to be on a prepaid basis; (iii) delay any shipment until payment is received by Cantel Medical or further assurances asked for by Cantel Medical are received; (iv) declare all outstanding sums immediately due and payable; or (v) require payment for all Products delivered hereunder to be made by irrevocable letter of credit in a form approved by Cantel Medical. Nothing contained herein will release Buyer from any previous obligation. Buyer will be liable to Cantel Medical for all costs incurred by Cantel Medical in its collection of any amounts owing by Buyer which are not paid when due, including collection agencies' and legal costs and expenses, regardless of whether or not proceedings to recover the debt are commenced. All orders are subject to current credit approval. From time to time, Cantel Medical may review Buyer's creditworthiness. Buyer agrees to provide Cantel Medical with all credit information reasonably requested, and Buyer represents

and warrants to Cantel Medical now, and each time Buyer places an order, that all information Buyer has provided is true and correct.

5. Retention of Title. Property in the Products will not pass to Buyer until the earlier of: (i) payment by Buyer in full of the price for the Products and any other monies due to Cantel Medical in respect of all other products supplied or agreed to be sold by Cantel Medical to Buyer (including, without limitation, any costs of delivery); and (ii) Buyer reselling the Products in the ordinary course of its business, in which case property will pass immediately before the resale occurs. Until property in the Products passes to Buyer, Buyer will (i) store the Products separately from other products in a manner which makes them readily identifiable as being the property of Cantel Medical and will keep them protected and insured; (ii) immediately notify Cantel Medical if Buyer undergoes an event whereby it enters into liquidation or a receiver or administrator is appointed over its assets or it is unable or deemed unable to pay its debts or any other analogous event occurs in any jurisdiction (each, an "Insolvency Event"); and (iii) be entitled as principal and not as agent for Cantel Medical to resell or use the Products in the ordinary course of its business, but its right to do so will cease immediately if it becomes subject to an Insolvency Event. Until such time as property in the Products has passed to Buyer, Cantel Medical may (without prejudice to any of its other rights) immediately require Buyer to deliver the Products in Buyer's possession to Cantel Medical, and, if Buyer fails to do so, Cantel Medical or its agents have the right to enter any premises where such Products are stored to recover such Products. If any of the Products are incorporated in or used as material for other goods before such payment, the property in the whole of such goods shall be and remain with Cantel Medical until such payment has been made, or the other goods have been sold as aforesaid, and all of Cantel Medical's rights hereunder in the material shall extend to those other goods.

6. Force Majeure. Neither party assume liability or will be liable to the other party for any failure or any delay in fulfilling its obligations hereunder caused, in whole or in part, directly or indirectly, by fires, natural disasters, strikes, shortages of raw materials, supplies or components, retooling, upgrading of technology, delays of carriers, embargoes, government orders or directives, terrorist activities, or any other circumstance beyond the reasonable control of such party. Cantel Medical may at its option suspend deliveries while such event or circumstance continues, apportion available inventory between its customers as it determines, or terminate this Agreement with immediate effect by written notice to Buyer.

7. Delivery Terms. Unless otherwise agreed by Cantel Medical in writing, all shipments will be delivered by Cantel Medical FCA Cantel Medical's facility (as such term is defined in Incoterms 2010); provided, however, that unless Buyer advises Cantel Medical that it will arrange and take responsibility for shipment of Products from Cantel Medical's facility, Cantel Medical will arrange for its freight forwarder and/or carrier(s) to transport the Products to Buyer's specified location. Risk of loss or damage for all Products will pass to Buyer upon Cantel Medical's delivery of the Products to the carrier. Cantel Medical will be under no obligation to give Buyer the notice specified in Section 32(3) of the Sale of Goods Act 1979. In all cases of damage and/or loss to Products in transit, Buyer will be responsible for making claim(s) against the carrier; provided, however, that Cantel Medical will provide reasonable assistance with damage and/or loss claims. Loss or damage will not relieve Buyer of any obligations for payment or obligations in this Agreement. Delivery dates provided by Cantel Medical are estimates only and time for delivery of the Products will not be of the essence. Shipping, freight, handling, and insurance charges are the sole responsibility of Buyer and will be "pre-paid and add" or otherwise invoiced to Buyer.

8. Inspection/Acceptance; Returns; Installation. Buyer must inspect delivered Products and report claims for defects, damages, or shortages which are discoverable on a visual inspection in writing within ten (10) days of delivery or the Products will be deemed irrevocably accepted and such claims will be deemed waived. However, shipping damage claims must be made by Buyer directly with the shipping company in accordance with such company's policies, which generally require such claims to be made prior to the time the carrier of the Products leaves the delivery destination. Buyer will advise Cantel Medical of such claims. The terms and conditions for returning any Products purchased from Cantel Medical will be those contained in Cantel Medical's Returned Material Authorization Policy ("RMA") in effect as of the date of shipment of the Products to Buyer. Buyer will be solely responsible for installation and servicing of the Products (except to the extent Buyer purchases such services from Cantel Medical). In the event Buyer engages Cantel Medical to provide installation

services, (i) Buyer is responsible for all reasonable expenses incurred related to such installation, (ii) Buyer will ensure that access is available to all required utilities at the installation site and that all such utility connections are as specified by Cantel Medical for the satisfactory installation of the Products, and (iii) to the extent applicable, Cantel Medical will have no responsibility under the warranty for the Products if the quality of incoming water agreed upon by the parties and recorded by Cantel Medical on the initial installation survey deteriorates. At the conclusion of such installation by Cantel Medical, Cantel Medical will provide training at Buyer's site to explain the operation and function of the machine. Unless other arrangements are made in advance, the training will be provided immediately following the completion of installation. Should Buyer not be prepared for the in-service at that time and request a return visit, an additional charge may be assessed against Buyer.

9. Storage and On Hold Orders Policy. If Buyer requests that Cantel Medical delay or defer the shipment of equipment (or otherwise causes a delay of shipment) for more than fifteen (15) days beyond the scheduled ship date, then Cantel Medical may store such equipment at Cantel Medical's premises or in a contracted warehouse or yard. If a request to delay shipment is made after the equipment has left Cantel Medical's premises, then Cantel Medical may arrange for such equipment to be stored with the shipper or in a contracted warehouse. In either case, such storage will be at Buyer's risk and expense. When equipment is placed in storage, it will be deemed to have been shipped for invoicing and warranty purposes and Buyer is considered to have accepted the equipment. Buyer will be subject to additional handling, transportation and storage charges, payable upon invoice by Cantel Medical. Buyer may not obtain any delay or deferment of delivery unless Cantel Medical agrees thereto in writing. In no event will Cantel Medical agree to any such delay or deferment unless Buyer establishes good and sufficient cause thereof to Cantel Medical's satisfaction, and Buyer agrees in writing to terms acceptable to Cantel Medical. In no event may any period of delay or deferment requested by Buyer exceed sixty (60) days.

10. Changes. After acceptance by Cantel Medical, Buyer's order will not be subject to cancellation or reduction in any amount without Cantel Medical's written consent. Any other changes to an order requested by Buyer will require the prior written approval of Cantel Medical, which approval may be subject to price adjustments as determined on a case-by-case basis.

11. Medical Devices. If any of the Products are medical devices, Buyer acknowledges that it is familiar with all relevant legal and regulatory rules and requirements having the force of law (collectively, "Relevant Legislation") and the reporting obligations imposed on device users thereunder. Where any Relevant Legislation requires Buyer and/or Cantel Medical to report any hazard or other matter in connection with the Products to a regulatory authority or government body (collectively, "Authority"), then Buyer will notify the Authority and Cantel Medical within the period specified by the Relevant Legislation. Buyer will maintain adequate tracking for the Products to enable Cantel Medical to comply with Relevant Legislation in relation to the tracking of medical devices.

12. Limited Warranty. CANTEL MEDICAL MAKES NO EXPRESS WARRANTIES EXCEPT THOSE STATED IN ITS LIMITED WARRANTY SET FORTH ON THE CANTEL MEDICAL WEBSITE AT <http://www.medivators.eu/warrantystatement>. CANTEL MEDICAL HAS THE RIGHT TO MODIFY ITS LIMITED WARRANTY FROM TIME TO TIME IN ITS SOLE DISCRETION; HOWEVER, THE WARRANTY IN EXISTENCE ON THE DATE OF A PURCHASE ORDER WILL BE THE WARRANTY THAT APPLIES TO THE PRODUCT ACQUIRED UNDER SUCH PURCHASE ORDER. ANY SUCH MODIFIED LIMITED WARRANTY WILL BE SET FORTH ON THE CANTEL MEDICAL WEBSITE. CANTEL MEDICAL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF TRADE, AND CANTEL MEDICAL DOES NOT REPRESENT OR WARRANT THAT ANY PRODUCT WILL MEET BUYER'S REQUIREMENTS. Cantel Medical will have no warranty obligation whatsoever with respect to any damage to a Product caused by or associated with: (i) external causes, including, without limitation, accident, vandalism, natural disaster, acts-of-God, power failure, or electric power surges; (ii) abuse, misuse, or neglect of the Product or use of unauthorized third party filters or other consumables and accessories or chemistries that have not been validated by Cantel Medical; (iii) usage not in accordance with Product

instructions; (iv) failure to perform required preventive maintenance; or (v) servicing or repair not authorized by Cantel Medical. Any oral or written statement concerning the Products inconsistent with the warranty set forth on the Cantel Medical website will be of no force or effect. Any Products returned due to a defect will be subject to the RMA. Replacement Products issued by Cantel Medical will be subject to the same warranty as the warranty for the original Product and the same limitations, exceptions and conditions will apply. Cantel Medical's SOLE LIABILITY under the warranty for Products will be, at Cantel Medical's option, to either replace or repair the defective Product(s) or refund or credit the purchase price to Buyer.

13. Limitation of Actions. Any actions or claims by Buyer regarding the sale of Products by Cantel Medical must be brought within twelve (12) months after the date of shipment of the Products by Cantel Medical.

14. Trademarks; Copyrights. Other than the limited use permitted for distributors set forth in Section 32 below, Buyer may not use the Cantel Medical name or any Cantel Medical trademark, service mark, logo, or copyrighted work for any purpose.

15. No License. The sale of its Products by Cantel Medical does not constitute a license, implied or otherwise, for the use of any patents or know-how of others, nor does it constitute a license, implied or otherwise, on patents or know-how of Cantel Medical, except to the extent that the intended use of such Product by Buyer itself is covered by the claims of a Cantel Medical patent.

16. Confidential Information. Except for information that Buyer demonstrates was in Buyer's possession prior to receipt from Cantel Medical or has come into the public domain other than by a breach of Buyer's obligations under this Agreement, Buyer agrees that all information of Cantel Medical, whether written or oral, that is furnished by Cantel Medical to Buyer concerning the business and affairs of Cantel Medical or is learned by Buyer during discussions or communications between Buyer and Cantel Medical, is proprietary to Cantel Medical, and Buyer will hold such information in confidence and will not use or disclose such information without Cantel Medical's prior written consent, except for the fulfillment of this Agreement.

17. Instalment. Cantel Medical may deliver the Products by instalments and invoice Buyer for such Products separately, in which case each instalment will constitute a separate contract governed by this Agreement and any delay in delivery or defect in an instalment will not entitle Buyer to cancel any other instalment.

18. Termination of this Agreement. Without prejudice to Cantel Medical's other rights and remedies, Cantel Medical may terminate this Agreement immediately on written notice to Buyer and/or suspend deliveries of the Products if at any time: (i) Buyer is subject to an Insolvency Event; (ii) Cantel Medical reasonably suspects that Buyer is about to be subject to an Insolvency Event; (iii) Buyer commits a breach of this Agreement, which Buyer fails to remedy within fourteen (14) days of Cantel Medical giving written notice of such breach; (iv) Buyer fails to make any payment to Cantel Medical when due. Upon termination of this Agreement, Buyer will immediately pay all of Cantel Medical's outstanding invoices. Termination of this Agreement will not affect any party's accrued rights and remedies. Sections of this Agreement which are expressly or by implication meant to survive termination of this Agreement will continue thereafter in full force and effect.

19. Limitation of Liabilities and Remedies. EXCEPT AS EXPRESSLY PROVIDED BELOW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR, AND EACH PARTY HEREBY EXPRESSLY WAIVES, ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY DESCRIPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING OUT OF WARRANTY OR CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, FORESEEABLE BUSINESS LOSSES, LOSS OF PROFITS, LOSS OF CONTRACTS OR BUSINESS OPPORTUNITY, AND RELIANCE DAMAGES. EXCEPT AS EXPRESSLY PROVIDED BELOW, BUYER AGREES THAT UNDER NO CIRCUMSTANCES WILL CANTEL MEDICAL'S LIABILITY RELATING TO ITS SALE OF PRODUCTS TO BUYER FOR ANY CAUSE EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE PARTICULAR PRODUCTS INVOLVED. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT WILL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

NOTHING IN THIS AGREEMENT WILL LIMIT OR EXCLUDE CANTEL MEDICAL'S LIABILITY FOR (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE; (II) FRAUD OR FRAUDULENT MISREPRESENTATION; (III) BREACH OF SECTION 12 OF THE SALE OF GOODS ACT 1979; OR (IV) ANY OTHER MATTER IN RESPECT OF WHICH LIABILITY CANNOT LAWFULLY BE LIMITED OR EXCLUDED.

20. Indemnity. To the fullest extent permitted by law, Buyer will indemnify, defend, and hold harmless Cantel Medical, including Cantel Medical's officers, directors, agents, employees, subsidiaries, affiliates, parents, successors, and assigns, from and against any claim, demand, cause of action, debt, liability, loss, fine, damage, or expense (including reasonable attorneys' or legal fees, expenses, and court costs) (collectively, "Liabilities") that relates to: (i) Buyer's modification of or addition to any Product(s); (ii) Buyer's breach of this Agreement; (iii) Buyer's gross negligence or willful misconduct; or (iv) damage to a third party by any Products distributed or resold by Buyer to the extent such claim is based on (a) Buyer's modification of or addition to the Products, misuse or abuse of the Products, or breach of any provision in this Agreement; (b) Buyer's failure to abide by all applicable laws, rules, regulations, and orders that affect the Products; (c) Buyer's gross negligence or willful misconduct; or (d) intentional harm to any person or property caused by Buyer. To the fullest extent permitted by law, Cantel Medical will indemnify, defend, and hold harmless Buyer, including Buyer's officers, directors, agents, employees, subsidiaries, affiliates, parents, successors, and permitted assigns, from and against any Liabilities arising out of a third party claim (i) for bodily injury to or property damage to the extent caused by a defect in a Product manufactured by Cantel Medical; (ii) to the extent caused by Cantel Medical's breach of this Agreement; or (iii) to the extent caused by Cantel Medical's gross negligence or willful misconduct. Cantel Medical is not required to indemnify Buyer to the extent that any claim arises out of Buyer's gross negligence or willful misconduct or use of a Product by any person or entity other than in accordance with Cantel Medical's-approved Product labeling, including, without limitation, any restrictions on re-use of Products.

21. Independent Contractors. No provision of this Agreement will be deemed to create a partnership, joint venture, or other combination between Cantel Medical and Buyer. Buyer and Cantel Medical are independent contractors. Neither party will make any warranties or representations or assume any obligations on the other party's behalf. Neither party is or will claim to be a legal representative, partner, agent, or employee of the other party. Each party is responsible for the direction and compensation, and is liable for the actions of, its employees and subcontractors.

22. Export. Buyer acknowledges that the Products sold under this Agreement, and the transaction contemplated by this Agreement, which may include technology and software, may be subject to Relevant Legislation in relation to the export of the Products from the United Kingdom, Italy or the Netherlands, as the case may be, and import into any other country or territory. Buyer acknowledges and agrees that it is Buyer's sole responsibility to comply with such Relevant Legislation and that Cantel Medical gives no warranty, whether express or implied, that the Products can lawfully be exported from the United Kingdom, Italy or the Netherlands. Further, Buyer acknowledges and agrees that under United States law, the Products shipped pursuant to this Agreement may not be sold, leased, or otherwise transferred to restricted countries, any person or entity on the Specially Designated Nationals and Blocked Persons List published by the Office of Foreign Assets Control of the U.S. Department of the Treasury, or utilized by restricted end-users or an end-user engaged in activities related to weapons of mass destruction, including, without limitation, activities related to the design, development, production or use of nuclear weapons, materials, or facilities, missiles or the support of missile projects, or chemical or biological weapons.

23. Headings. The section headings used herein are for convenience of reference only and do not form a part of this Agreement, and no construction or inference will be derived therefrom.

24. Language. The parties confirm that it is their wish that this Agreement, as well as other documents relating to this Agreement, including all notices, have been and will be drawn up in the English language only.

25. Governing Law. This Agreement, any sales hereunder, and any claim, dispute, or controversy between Buyer and Cantel Medical arising from or relating to this Agreement, its interpretation, or the breach, termination,

or validity thereof, will be governed by and construed in accordance with English Law, without regard to conflicts-of-law rules.

26. Arbitration. The parties agree that any dispute, claim or controversy arising out of or relating to this Agreement or any sales hereunder, including any action in tort, contract or otherwise, at equity or at law, and any claims of fraud in the inducement (a "Dispute"), will be resolved in the manner set forth in this Section. Either party may initiate negotiation proceedings by writing a letter to the other party setting forth the particulars of the Dispute, the terms of this Agreement that are involved and the suggested resolution of the Dispute. If the Dispute is not resolved within thirty (30) days after delivery of the initial written letter setting forth the particulars of the Dispute, either party may submit such Dispute to binding arbitration conducted pursuant to the provisions of this Agreement and the rules of the United Nations Commission on International Trade and Law ("UNCITRAL"), as hereinafter modified or supplemented, except to the extent such UNCITRAL rules are inconsistent with the provisions of this Agreement. Even though the arbitrator(s) must apply the UNCITRAL rules, the arbitration will not be conducted through the UNCITRAL. The parties agree that the following terms apply instead:

- Selecting Arbitrator(s). The case will be submitted to a single arbitrator who must be a retired judge or a practicing barrister or attorney who has practiced business litigation or in the substantive area of law related to this Agreement for at least ten (10) years. Each party must submit a list of three (3) arbitrators to the other party within ten (10) days after the initiating party has delivered a written notice to the other party demanding arbitration of the Dispute. From the combined list, the parties will mutually agree on the arbitrator. Should the parties be unable to agree on the choice of an arbitrator within thirty (30) days after delivery of the written notice demanding arbitration, the arbitration will be conducted by a panel of three (3) arbitrators. Each party will choose one (1) arbitrator within ten (10) days after the expiration of the above thirty (30) day period and the two (2) arbitrators selected will choose a third arbitrator within five (5) days after their appointment.
- Location/Costs. The site of the arbitration will be in the United Kingdom or such other location as the parties may mutually agree. The exact location within the United Kingdom will be designated by the arbitrator(s). The non-prevailing party will pay all expenses of the arbitration proceeding, including the expenses and fees of the parties' witnesses and legal counsel and of the arbitrator(s), unless otherwise provided in the award.
- Discovery/Governing Law/Interim Relief. The arbitrator(s) will allow the parties to conduct limited discovery. In particular, each party will have the right to serve on the other party no more than twenty five (25) interrogatories, including all discrete subparts. The interrogatories must be answered, under oath, within thirty (30) days of service. Leave to serve additional interrogatories will be granted upon a showing of good cause. In addition, the parties may serve no more than twenty five (25) document requests and take up to ten (10) depositions. The place of the deposition will be the place of residence or the workplace of the deponent, unless otherwise agreed. The arbitration will be conducted in English. The governing law will be English Law, without regard to conflicts-of-law rules. Either party may apply to any court having jurisdiction hereof seeking injunctive relief so as to maintain the status quo until such time as the arbitration award is rendered or the Dispute is otherwise resolved.
- Final Award. The arbitration award will be final and binding upon the parties and may be entered and enforced in any court having jurisdiction. The parties hereby submit to the non-exclusive jurisdiction of the courts located in the United Kingdom and consent to the entry of the arbitration award in such courts and in the appropriate courts located in any country where a party has its corporate headquarters.

Except as otherwise expressly provided in this Section, the arbitral award is the exclusive remedy of the parties for Disputes presented or pled to the arbitrators. The award will (i) be granted and paid in Pound Sterling (if the Dispute is between Buyer and Cantel Medical (UK) Limited or Cantel (UK) Limited) or Euros (if the Dispute is between Buyer and Cantel Medical (Italy) S.r.l.), exclusive of any tax, deduction or offset; and (ii) include interest from the day the breach or other violation of this Agreement occurred until the award is fully paid, computed at 4% per annum above the then-prevailing base rate of Lloyds Bank plc, London, England. Judgment upon the arbitral award may be entered in any court having jurisdiction thereof. Any additional costs, fees or expenses incurred in enforcing the arbitral award will be charged against the party that resists its enforcement.

27. Modification and Waiver. Except as otherwise provided in this Agreement, no purported amendment or modification of any provision hereof will be binding unless set forth in writing and signed by an officer of each party. No waiver of any provision hereof will be effective unless in writing and signed by an officer of the waiving party. Any waiver will be limited to the circumstance or event specifically referenced in the written waiver document and will not be deemed a waiver of any other term of this Agreement or of the same circumstance or event upon any recurrence thereof. The failure of either party to enforce any provision of this Agreement at any time will not be construed to be a waiver of such provision nor of the right of such party thereafter to enforce such provision.

28. Validity. If any provision or part of any provision of this Agreement is held to be invalid or unenforceable in any respect, the remaining provisions or parts of that provision will remain in full force and effect as if such invalid or unenforceable provision had not been included herein.

29. Third Parties. Nothing in this Agreement confers any rights on any person under the Contracts (Rights of Third Parties) Act 1999.

30. Assignment. Buyer will not assign, delegate, or permit any other transfer of this Agreement (by stock sale, merger, or otherwise) without Cantel Medical's prior written consent.

31. Tags. If Buyer is purchasing an Autoscope ISIS reprocessor, Buyer's staff will be issued a unique tag for the operation of the Autoscope ISIS reprocessor. Buyer is responsible for ensuring that this tag is used only by the operator to whom it has been given. Buyer may purchase additional tags from Cantel Medical.

The following provisions are only applicable to Buyers who are distributors of Cantel Medical:

32. Trademarks; Copyrights. Buyer may use the "Cantel Medical" name and Cantel Medical's product names solely for the purpose of accurately identifying the Cantel Medical-branded Products that Buyer markets or sells. Buyer agrees that any such use will be in accordance with all guidelines provided by Cantel Medical and Buyer agrees to change or correct, at its own expense, any label, material, or activity that Cantel Medical decides is inaccurate, objectionable, or misleading, or constitutes, in Cantel Medical's sole discretion, a misuse of Cantel Medical's name, trademarks, service marks, logos, or copyrighted works. Buyer may not use the Cantel Medical name or Cantel Medical's product names for any other purpose. Buyer may not register or use any domain name or business name containing, or confusingly similar to, any name or mark of Cantel Medical's. All brochures, advertising and marketing materials and other documents related to Products that are prepared or used by Buyer (other than those supplied by Cantel Medical) must be approved in writing by Cantel Medical prior to use.

33. Traceability. Buyer will create and maintain accurate records of all activities and events related to the Products to the extent necessary to ensure product traceability. The records will be constructed in such a manner that all significant activities or events will be traceable for a period of not less than five (5) years past the expiration date or five (5) years after the device has been taken out of service, whichever occurs first. Such records must be clear, readily available, and include the following: (i) each order received and accepted; (ii) the serial or lot number of the Product(s) and the address where Product(s) are delivered; (iii) the method of identifying the invoice issued to a customer; and (iv) each customer credit issued and the reason therefor.

34. Customer Complaints. Buyer will cooperate fully with Cantel Medical in dealing with customer complaints concerning the Products and will take such action to resolve such complaints as deemed necessary or appropriate by Buyer or as may be otherwise reasonably requested by Cantel Medical. Buyer agrees to report to Cantel Medical any complaint regarding a Product of which Buyer becomes aware within five (5) working days of receiving the complaint or two (2) calendar days if a death or serious injury is involved. Buyer agrees to assist Cantel Medical to facilitate the resolution of complaints. For purposes of this Agreement, a complaint can be the occurrence of any of the following: (i) receipt of any Product(s) quality claims, medical claims or complaints or

other written claims or complaints; or (ii) receipt of any written communication from any applicable regulatory agency pertaining to a Product.

35. Digital Files. Buyer agrees that no digital literature files (whether low, medium, or high resolution) provided by Cantel Medical to Buyer or any of Buyer's employees, representatives, contractors, or agents may be directly or indirectly modified or altered in any way, whether for promotion, marketing, sales, or other purposes, without first obtaining the express written approval of Cantel Medical. Any modification or alteration made by Buyer without obtaining such approval will be deemed a breach of this Agreement.

36. Anti-Bribery. Buyer will comply with all Relevant Legislation in relation to anti-corruption, anti-bribery, and anti-kickback laws, rules, and regulations, including, without limitation, (i) the United States Foreign Corrupt Practices Act (15 U.S.C. §78dd-1, et seq.); (ii) the United Kingdom Bribery Act 2010; (iii) the Italian Legislative Decree No 231/2001 as subsequently amended and supplemented; and (iv) all international, national and local laws, rules, and regulations in any country where Buyer conducts business or in any country where performance of this Agreement or delivery of the Products will occur, including those enacted to comply with the Organization for Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the United Nations Convention against Corruption, and the Inter-American Convention against Corruption.

37. Sub-distributors. Buyer will not, without the prior written consent of Cantel Medical, appoint any sub-distributors in connection with the performance of this Agreement.

38. Sales Representatives and Permitted Sub-distributors. Buyer agrees that all of its sales representatives and permitted sub-distributors will be subject to the terms and conditions of this Agreement.